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**North Burnett Regional Council
Conditions of Sale by Public Auction
For Sale of Land for Overdue Rates**

The land is being offered for sale by the North Burnett Regional Council pursuant to its statutory power of sale contained in the *Local Government Regulation 2012*.

The property is submitted for sale on the basis that the highest approved bidder shall be the purchaser subject to the vendor's approval and the reserve price.

In the event of the property being sold upon the fall of my hammer, the successful purchasers will be required to execute agreements of sale, the essential conditions which are as follows:-

1. The Council undertakes to sell the land to the purchaser, and the purchaser to buy the land from the Council, pursuant to Chapter 4, Part 12, Division 3 of the *Local Government Regulation 2012*.
2. Pursuant to section 145(4) of the *Local Government Regulation 2012*, the land is sold to the purchaser free of all encumbrances, other than an encumbrance that confers rights on a State or government entity (in other words, it is the responsibility of potential purchasers to satisfy themselves that there are no encumbrances in favour of the State or government entity).
3. The land is sold free of all local government rates and charges accrued prior to the completion date.
4. Any chattels located on the land are not included in the sale.
5. The purchaser acknowledges that, in entering this agreement, it has not been guaranteed, warranted or otherwise assured by or on behalf of the Council:
 - that vacant possession of the land will be provided at completion;
 - as to the condition, state of repair or suitability for any use of the land;
 - that the land presently is being used in accordance with approvals (if any) granted by the commonwealth, State or local governments, or by any semi-government authority; and
 - that the improvements (if any) on land have been constructed in accordance with all applicable legislative requirements of the State or local governments.
6. The purchaser further acknowledges that:
 - if the land is not vacant, the purchaser will be responsible for evicting or dealing with any occupants that may be on the land and any costs associated with this after settlement;
 - this agreement does not concern the sale of any items or other chattels that may be on the land and the purchaser accepts responsibility for any dealings with these items and must not require the Council to attend to removal of any such item from the land.
7. If, at any time between the formation date and the completion date the Council becomes aware that payment of the overdue rates burdening the land was tendered prior to this auction, then the Council may terminate this agreement by written notice to the purchaser in

- which event all monies paid by way of deposit are refundable to the purchaser without deduction.
8. The purchaser must pay the deposit of 10% (cash, EFT(of cleared funds), or bank cheque) immediately upon execution of this agreement.
 9. The purchaser must pay to the Council, by cash, EFT(of cleared funds), or bank cheque, on the completion date (which is proposed settlement date 21 November 2023) the balance of the purchase price.
 10. Completion is to be effected on 21 November 2023.
 11. If the deposit or any other money payable under this agreement is not paid when due, the purchaser must pay interest on the overdue money from the due date for payment to the date of payment (both inclusive).
 12. If the purchaser defaults under the agreement, in addition to any other entitlement it may possess at law or in equity with respect to the default the council may affirm or terminate the agreement.
 13. If it affirms the agreement, the Council may:-
 - sue the purchaser for specific performance;
 - sue the purchaser for damages for breach; or
 - sue the purchaser for specific performance and damages for breach, and may recover from the purchaser as a liquidated debt so much of the deposit as the purchaser has failed to pay.
 14. If it terminates the agreement under this part, the Council may:-
 - declare forfeited any deposit paid
 - sue the purchaser for damages for breach; and
 - declare forfeited any deposit paid and sue the purchaser for damages for breach.
 15. Unless expressly provided otherwise in this agreement, time is of the essence of the agreement in every respect.

